

<i>SERFF Tracking Number:</i>	<i>AEGA-125808965</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Monumental Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40217</i>
<i>Company Tracking Number:</i>	<i>AE 1287 0608 - MON</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>AE 1287 0608</i>		
<i>Project Name/Number:</i>	<i>ROTH IRA Amendatory Endorsement/AE 1287 0608</i>		

## Filing at a Glance

Company: Monumental Life Insurance Company

Product Name: AE 1287 0608

TOI: A10 Annuities - Other

Sub-TOI: A10.000 Annuities - Other

Filing Type: Form

SERFF Tr Num: AEGA-125808965 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 40217

Co Tr Num: AE 1287 0608 - MON

State Status: Approved-Closed

Co Status:

Reviewer(s): Linda Bird

Author: Laurie Jaeger

Disposition Date: 09/16/2008

Date Submitted: 09/09/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: ROTH IRA Amendatory Endorsement

Project Number: AE 1287 0608

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/16/2008

State Status Changed: 09/16/2008

Corresponding Filing Tracking Number:

Filing Description:

State of Arkansas

Department of Insurance

1200 West Third Street

Little Rock, AR 72201-1904

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

RE: MONUMENTAL LIFE INSURANCE COMPANY

NAIC # 468-66281

AE 1287 0608 – ROTH IRA Amendatory Endorsement

*SERFF Tracking Number:*      *AEGA-125808965*      *State:*      *Arkansas*  
*Filing Company:*      *Monumental Life Insurance Company*      *State Tracking Number:*      *40217*  
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*Product Name:*      *AE 1287 0608*  
*Project Name/Number:*      *ROTH IRA Amendatory Endorsement/AE 1287 0608*

**SERFF Tracking Number - AEGA-125808965**

Dear Sir or Madam:

Please find attached the above referenced form for your review and approval. This endorsement is a new form and is intended to replace form AE 1176 102 previously approved by your Department on 03/04/2002.

This endorsement will be attached to our annuity portfolio if the annuity is issued as a ROTH IRA, as described in Code Section 408A of the Internal Revenue Code.

A Flesch reading ease score is not required for this form since it has been written to meet the requirements of federal law Code Section 408A.

We appreciate your review and approval of the attached form.

Sincerely,

MONUMENTAL LIFE INSURANCE COMPANY

Laurie Jaeger  
Filing Analyst II  
FMG Regulatory Filing Unit  
Phone: 319/355-6813  
Fax: 319/355-6820  
Email: [ljaeger@aegonusa.com](mailto:ljaeger@aegonusa.com)

P.S. This policy was approved by Iowa, our Home State on \_\_\_\_\_, or is concurrently submitted.

## **Company and Contact**

SERFF Tracking Number: AEGA-125808965 State: Arkansas  
Filing Company: Monumental Life Insurance Company State Tracking Number: 40217  
Company Tracking Number: AE 1287 0608 - MON  
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
Product Name: AE 1287 0608  
Project Name/Number: ROTH IRA Amendatory Endorsement/AE 1287 0608

### Filing Contact Information

Laurie Jaeger, Forms Filing Analyst II ljaeger@aegonusa.com  
4333 Edgewood Road, NE (319) 355-6813 [Phone]  
Cedar Rapids, IA 52499 (319) 355-6820[FAX]

### Filing Company Information

Monumental Life Insurance Company CoCode: 66281 State of Domicile: Iowa  
4333 Edgewood Road N.E. Group Code: 468 Company Type: Life and Annuity  
Cedar Rapids, IA 52499 Group Name: State ID Number:  
(800) 553-5957 ext. [Phone] FEIN Number: 52-0419790  
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### Filing Fees

Fee Required? Yes  
Fee Amount: \$20.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Monumental Life Insurance Company	\$20.00	09/09/2008	22381410

<i>SERFF Tracking Number:</i>	<i>AEGA-125808965</i>	<i>State:</i>	<i>Arkansas</i>
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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Linda Bird	09/16/2008	09/16/2008

<i>SERFF Tracking Number:</i>	<i>AEGA-125808965</i>	<i>State:</i>	<i>Arkansas</i>
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## Disposition

Disposition Date: 09/16/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Certification/Notice		Yes
<b>Supporting Document</b>	Application		No
<b>Supporting Document</b>	Life & Annuity - Acturial Memo		No
<b>Form</b>	ROTH IRA Amendatory Endorsement		Yes

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## Form Schedule

### Lead Form Number:

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	AE 1287 0608	Policy/Cont ROTH IRA ract/Fratern Amendatory al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			AE 1287 0608 - ML Roth IRA.pdf



# MONUMENTAL LIFE INSURANCE COMPANY

A Stock Company

Home Office located at: [4333 Edgewood Road N.E.]  
[Cedar Rapids, Iowa 52499 (319) 355-8511]  
(Hereafter called the Company, we, our or us)

## ROTH INDIVIDUAL RETIREMENT ANNUITY (“ROTH IRA”) ENDORSEMENT

This endorsement is a part of the Contract to which it is attached (the Contract) by Monumental Life Insurance Company (the Company).

The Contract is hereby modified as specified below in order to qualify as a Roth Individual Retirement Annuity (Roth IRA) under Code Section 408A.

The provisions of this endorsement shall control if they are in conflict with those of the Contract.

### A. Definitions

**Annuitant** - The individual named as a measuring life for periodic annuity payments under the Contract.

**Annuity Start Date** - The first day of the first period for which an amount is received as an annuity under the contract, as provided in Code Section 72(c)(4) and any regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has most recently elected under the Contract, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

**Applicable Designation Date** - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Regulation Section 1.401(a)(9)-4, Q&A-4.

**Applicable Distribution Period** - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

**Code** - The Internal Revenue Code of 1986, as amended.

**Company** - Monumental Life Insurance Company.

**Compensation** - Wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included the service described Code Section 1402 (c)(6). Compensation does not include amounts derived from or received as earnings and profits from property (including, but not limited to, interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as pension or annuity income or as deferred compensation. Compensation shall include any amount includible in the individual's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a Non Roth IRA.

**Contract or Policy** - The attached contract, policy or certificate issued by the Company as a Roth IRA.

**Contributions** - The premiums, rollovers or other contributions received by the Company under the Contract.



**Designated Beneficiary or DB** - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Regulation Section 1.401(a)(9)-4.

**DB Election Date** - The date that is 30 days prior to the DB Required Beginning Date.

**DB Required Beginning Date** - December 31 of the calendar year next following the Owner's Year of Death.

**Distribution Year** - A calendar year for which an RMD is required. The first Distribution Year is the calendar year that contains the DB Required Beginning Date or the Spouse Required Beginning Date, whichever is applicable. Each subsequent calendar year is also a Distribution Year.

**IRA** - An individual retirement account or individual retirement annuity under Code Section 408.

**IRS** - Internal Revenue Service.

**Life Expectancy** - The life expectancy of one or more individuals as determined by using the appropriate table in Regulation Section 1.401(a)(9)-9.

**Measuring Designated Beneficiary** - The Designated Beneficiary as of the DB Required Beginning Date whose Life Expectancy is used under Regulation Section 1.401(a)(9)-4 and Section 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Regulation Section 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract (taking into account any Separate Shares), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking into account any Separate Shares) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

**Non Roth IRA** - An IRA that is not a Roth IRA.

**Notice Date** - The day on which the Company receives, in a form satisfactory to the Company, proof of death and instructions satisfactory to the Company regarding payment of death benefit proceeds.

**Owner or You** - The natural person who is the beneficial owner of the Contract.

**Owner's Year of Death** - The calendar year in which the Owner dies.

**Plan** - A tax-qualified retirement plan or arrangement, including an IRA.

**Qualified Rollover Contribution** - A rollover contribution defined in Code Section 408A(e). See Section 3 below.

**QDRO** - A qualified domestic relations order under Code Section 414(p).

**Regulation** - A regulation issued or proposed pursuant to the Code.

**RMD** - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

**Roth IRA** - An IRA under Code Section 408A.

**Separate Share** - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Regulation Section 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Regulation Section 1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate Contract for RMD purposes and Section 6 below.

**SEP** - A Simplified Employee Pension form of IRA under Code Section 408(k).

**SIMPLE IRA** - A SIMPLE IRA under Code Section 408(p).

**Spouse** - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Regulation Section 1.401(a)(9)-8, Q&A-6.

**Spouse's Continuation Election Date** - The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Regulation Section 1.401(a)(9)-3, Q&A-4(c).

**Spouse's Required Beginning Date** - The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70 ½.

**Spouse's Year of Death** - The calendar year in which the Surviving Spouse dies.

**Surviving Spouse** - The surviving Spouse of a deceased Owner.

## **B. Roth IRA Provisions**

1. The Annuitant shall at all times be the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the exclusive benefit of such Owner and his or her beneficiaries.
2. No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person; except that the Contract may be transferred to a former or separated spouse of the Owner under a divorce or separation instrument described in Code Section 408(d)(6). In the event of such a transfer, the transferee shall be treated for all purposes as the Owner under the Contract.
3. (a) **Maximum Permissible Amount.** Except in the case of a Qualified Rollover Contribution (described in paragraph 3(c) below) or a recharacterization (defined in paragraph 3(e) below), no Contribution shall be allowed into the Contract unless it is in cash and for any year after 2007 the total of such Contributions to all the individual Owner's Roth IRAs for such year does not exceed the lesser of the Owner's Compensation for such year or \$5,000. In addition, for years after 2008 the \$5,000 limit will be indexed for cost-of-living adjustments under Code Section 219(b)(5)(D) at \$500 increments.

For an Owner age 50 or older the \$5,000 limit is increased by \$1,000. Alternatively, for a taxable year starting after 2006 and before 2010, the \$5,000 limit for a qualified participant (even under age 50) in a Code Section 401(k) Plan of an employer in bankruptcy described in Code Section 219(b)(5)(C) is increased by \$3,000 (but not by any additional amount for being over age 50).

Such a Contribution is referred to herein as a "regular contribution." Contributions may be limited under paragraphs 3(b) through (d) below.

- (b) **Regular Contribution Limit.** The maximum regular contribution that can be made to all of the Owner's Roth IRAs for a taxable year is the smaller of the amount determined under subparagraph 3(b) (i) or (ii) below.
  - (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in paragraph 3(f) below) in accordance with the following table:

Filing Status	Full Contribution <b>Modified AGI</b>	Phase-out Range	No Contribution
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. The dollar amounts above will be adjusted for cost-of-living adjustments under Code Section 408A(c)(3) at \$1,000 increments.

- (ii) If the Owner makes regular contributions to both Roth and Non Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular contributions made to the Owner's Non Roth IRAs for the taxable year (ignoring SIMPLE IRA or SEP contributions pursuant to Code Section 408A (f)(2)).
- (c) **Qualified Rollover Contribution Limit.** A Qualified Rollover Contribution is defined in Code Section 408A(e), and includes a rollover contribution from another Roth IRA or a rollover contribution of a distribution from an IRA that meets the requirements of Code Section 408(d)(3), except that the one-rollover-per-year rule of Code Section 408(d)(3)(B) does not apply if the rollover contribution is from a Non Roth IRA. For years after 2007, a Qualified Rollover Contribution includes a rollover from a designated Roth account described in Code Section 402A or a rollover from an eligible retirement plan described in Code Section 402(c)(8)(B). A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this Roth IRA if, for the year the amount is distributed from the other plan, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of \$100,000 or (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during such year and file separate returns for such year. For taxable years beginning after 2009, the limits in this paragraph (c) do not apply to Qualified Rollover Contributions.
- (d) **SIMPLE IRA limits.** No Contribution shall be allowed into the Contract under a SIMPLE IRA Plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA Plan shall be allowed into the Contract from a SIMPLE IRA prior to the expiration of the 2-year period beginning on the date the individual Owner first participated in that employer's SIMPLE IRA Plan.
- (e) **Recharacterization.** A regular contribution to a Non Roth IRA may be recharacterized pursuant to Regulation Section 1.408A-5 as a regular contribution to this Roth IRA, subject to the limits in paragraph 3(b) above.
- (f) **Modified AGI.** For purposes of paragraphs 3(b) and (c) above, an Owner's modified AGI for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").
- (g) Despite any limit on contributions, an individual may make a repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period, or by August 17, 2008, if later.
- (h) The Owner shall have the sole responsibility for determining whether any contribution satisfies applicable income tax requirements.

4. Any premium payment under the Contract is not fixed, but may not be less than any minimum amount stated in the purchase payment (or premiums) provisions of the Contract.
5. Any premium refund declared by the Company under the Contract, other than a refund attributable to an excess contribution, shall be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the calendar year of the refund.
6. Upon the Owner's death, the Contract and all benefits, distributions and payments under it shall comply with the RMD rules in Code Sections 401(a)(9), 408(a)(6) and 408(b)(3), as modified by Code Section 408A(c)(5), and in the Regulations relating thereto, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section 6 shall not be permitted. No amount is required to be distributed prior to the Owner's death. Accordingly:
  - (a) Upon the Owner's death, the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 6(b) or (c) below applies.
  - (b) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking Separate Shares into account) as of the Applicable Designation Date, then –
    - (i) If no irrevocable written election to the contrary has been filed with the Company by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be distributed over the Surviving Spouse's remaining Life Expectancy (by December 31 of each subsequent Distribution Year). The RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined under Regulation Sections 1.401(a)(9)-6, Q&A-12, and 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Regulation Section 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death –
      - (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
      - (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section 6 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse). Any Surviving Spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such Surviving Spouse's interest in the Contract distributed from another Roth IRA formerly owned by such deceased Owner for which such Surviving Spouse is also a designated beneficiary (rather than from the Contract) in accordance with Regulation Section 1.408-8, Q&A-9.

  - (ii) The Surviving Spouse may elect at any time to treat the entire remaining interest in the Contract as a Roth IRA of such Surviving Spouse, if such Surviving Spouse has an unlimited right to withdraw amounts from the Contract and is the sole beneficiary of the Contract, within the meaning of Regulation Section 1.408-8, Q&A-5(a). Such an eligible Surviving Spouse shall make such an election by a written request to the Company to redesignate such Surviving Spouse as the Owner and Annuitant of the Contract. Such an eligible Surviving Spouse shall be deemed to have made such an election if either –
    - (1) Such Surviving Spouse makes any transfer, rollover or other contribution of any amount for the benefit of such Surviving Spouse into the Contract, or

- (2) Such Surviving Spouse directs the Company in writing to transfer or rollover any part or all of the assets to which such Surviving Spouse is entitled under the Contract to another Roth IRA owned by such Surviving Spouse, or
  - (3) Any RMD that is required to be distributed from the Contract under this Section 6 or under Code Section 401(a)(9) (e.g., in the case of any amount rolled over or transferred into the Contract from a Plan) is not distributed within the appropriate time.
- (iii) The Surviving Spouse may make an irrevocable election in writing with the Company by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest under the Contract distributed under another method offered by the Company that qualifies under Code Section 401(a)(9) or Regulation Section 1.401(a)(9)-6, Q&A-1(a). In addition to any optional method that qualifies under the 5-year rule in paragraph 6(a) above, such optional methods include the following:
- (1) Any annuity option that satisfies Regulation Section 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
  - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the remaining Life Expectancy of such Surviving Spouse.
- (c) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Regulation Section 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract, then –
- (i) To the extent that no irrevocable election to the contrary has been filed with the Company by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting with the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 6(b)(i) above) by the Applicable Distribution Period. For these purposes –
    - (1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
    - (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.

Such RMD amount must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another Roth IRA formerly owned by such deceased Owner for which such beneficiary is also a designated beneficiary (rather than from the Contract) in accordance with Regulation Section 1.408-8, Q&A-9.

- (ii) Any such Designated Beneficiary may make an irrevocable election in writing with the Company by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method offered by the Company that qualifies under Code Section 401(a)(9) or Regulation Section 1.401(a)(9)-6, Q&A-1(a). In addition to any optional method that qualifies under the 5-year rule in paragraph 6(a) above, such optional methods include the following:
  - (1) Any annuity option that satisfies Regulation Section 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or
  - (2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the remaining Life Expectancy of the Measuring Designated Beneficiary.

- (d) Any amount payable to a minor child of the Owner shall be treated as if it is payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such spouse when such child reaches the age of majority, in accordance with Regulation Section 1.401(a)(9)-6, Q&A-15.
  - (e) Unless the Owner provides to the contrary in writing to the Company (e.g., by selecting a certain annuity option), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to the Company, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Regulation Section 1.401(a)(9)-5, Q&A-1(e).
  - (f) If the Owner dies before the entire interest under the Contract has been distributed, no additional cash Contributions or rollover Contributions shall be allowed into the Contract, except where the Surviving Spouse elects (or is deemed to elect) to convert the Contract to be his or her own Roth IRA, as specified above in this Section 6.
7. The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

### C. Tax Qualification Provisions

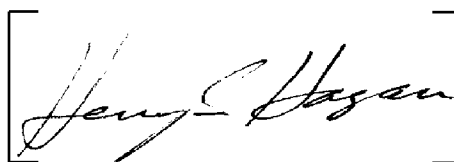
The Contract as amended by this endorsement is intended to qualify as part of a tax-qualified Roth IRA arrangement, plan or contract under Code Section 408A, and to satisfy the applicable requirements of Code Section 408A and any Regulations relating thereto. To achieve these purposes, the provisions of this endorsement and the Contract (including any other endorsement or rider that does not specifically override these tax qualification provisions) are to be interpreted to ensure or maintain such tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations. The Company reserves the right to amend this endorsement or the Contract to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published guidance relating thereto. The Company will send you a copy of any such amendment, and when required by law, the Company will obtain the approval of the appropriate regulatory authority.

All other terms and conditions of your Contract remain unchanged.

Signed for us at our home office.



SECRETARY



PRESIDENT

<i>SERFF Tracking Number:</i>	<i>AEGA-125808965</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Monumental Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40217</i>
<i>Company Tracking Number:</i>	<i>AE 1287 0608 - MON</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>AE 1287 0608</i>		
<i>Project Name/Number:</i>	<i>ROTH IRA Amendatory Endorsement/AE 1287 0608</i>		

## **Rate Information**

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>AEGA-125808965</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Monumental Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40217</i>
<i>Company Tracking Number:</i>	<i>AE 1287 0608 - MON</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>AE 1287 0608</i>		
<i>Project Name/Number:</i>	<i>ROTH IRA Amendatory Endorsement/AE 1287 0608</i>		

## Supporting Document Schedules

	<b>Review Status:</b>	
<b>Satisfied -Name:</b>	Certification/Notice	09/09/2008
<b>Comments:</b>		
<b>Attachment:</b>		
AR MON cert 3 AR.pdf		



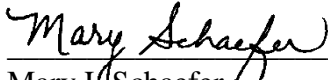
## CERTIFICATION OF COMPLIANCE

Company Name: Monumental Life Insurance Company

Form Title(s): ROTH IRA Amendatory Endorsement

Form Number(s): AE 1287 0608

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg.19 s 10B, as well as the other laws and regulations of the State of Arkansas.



Mary L. Schaefer  
Assistant Vice President

September 9, 2008

Date